

# EXHIBIT C

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**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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**BLENDTEC INC., a Utah Corporation**

*Plaintiff,*

v.

**BLENDJET INC., a Delaware corporation,  
MAVORCO HOLDINGS, LLC, a  
Delaware limited liability company,  
MAVORCO IP, LLC, a Delaware limited  
liability company, and MAVORCO  
OPERATIONS, LLC, Delaware limited  
liability company,**

*Defendants.*

**DECLARATION OF**  
**DAVID MECKLER**

Civil No. 2:25-cv-00096-RJS-DBP

Judge Robert J. Shelby

Magistrate Judge Dustin B. Pead

I, David Meckler, declare as follows:

1. I am a Principal at MavorCo Operations, LLC (“MavorCo”). Based on my position as Principal at MavorCo, I have personal knowledge of the facts stated in this declaration.
2. I am over the age of 18, of sound mind, and am competent to testify as to the facts contained in this declaration.
3. I submit this declaration in support of Defendants’ opposition to the motion for a preliminary injunction filed by Plaintiff Blendtec Inc. (“Blendtec”).
4. On or about January 13, 2025, MavorCo acquired many of the assets of BlendJet, Inc. (“BlendJet”) pursuant to a foreclosure sale (the “Foreclosure Agreement”) conducted by third-party Sandton Capital Partners.
5. The assets that MavorCo purchased from BlendJet under the Foreclosure Agreement included, among other assets, BlendJet’s intellectual property, product inventory, and customer lists.
6. Pursuant to the Foreclosure Agreement, MavorCo did not acquire BlendJet as a legal entity. Indeed, BlendJet continues to exist as its own separate entity.

7. Pursuant to the Foreclosure Agreement, MavorCo did not assume any of BlendJet's liabilities, debts, or obligations, including but not limited to any of BlendJet's liability related to any prior litigation.

8. Neither I, nor any of MavorCo's shareholders, owners, or principals, have any ownership interest in BlendJet. Similarly, none of the founders, shareholders, or owners of BlendJet have any ownership interest in MavorCo.

9. No officer or director of BlendJet has become an owner of MavorCo. Similarly, none of MavorCo's officers or directors have ever been an owner of BlendJet.

10. At present, MavorCo IP, LLC and MavorCo Holdings, LLC do not conduct any activities related to the sale, marketing or advertising of BlendJet-branded blenders. These two entities do not use the BLENDJET trademark or Swirl design in commerce.

11. MavorCo did not participate in the design or marketing of BlendJet-branded products prior to the Foreclosure Agreement. After the Foreclosure Agreement, MavorCo worked only to stabilize operations and resume outstanding shipments for the inventory it purchased from BlendJet.

12. Pursuant to the Foreclosure Agreement, MavorCo purchased product inventory from BlendJet.

13. MavorCo has not manufactured any products, including that MavorCo has not manufactured any blenders with the BLENDJET mark. At present, MavorCo has paused manufacturing and importing of new BlendJet-branded blenders and intends to sell through its remaining inventory primarily on Amazon.

14. MavorCo is not engaged in new advertising campaigns or promotions for BlendJet-branded products. To the contrary, MavorCo has scaled back or suspended all advertising and promotional activities until the legal and operational uncertainties related to this ongoing litigation and other matters are resolved.

15. The Times Square billboard ad referenced by Blendtec in its opposition to MavorCo's motion for extension of time to file memorandum opposing plaintiff's motion for preliminary injunction (Dkt. 36), ran from February 7 to February 10, 2025, as part of a short-term free trial that had been arranged before the instant litigation commenced. That advertisement was not renewed, and MavorCo currently has no plans to engage in similar campaigns in the future.

16. MavorCo purchased certain assets from BlendJet to obtain BlendJet's technology, not to trade on Blendtec's goodwill. The current marketing and packaging for BlendJet-branded blenders clearly identifies BLENDJET as the product brand and do not reference or suggest any association with Blendtec.

17. At the time of the Foreclosure Agreement, MavorCo was aware that the BLENDJET word mark and associated swirl design were lawfully registered as trademarks in connection with blenders on the Principal Register by BlendJet in 2019. MavorCo understands that these trademarks have not been cancelled and remain registered to this day.

18. At the time of the Foreclosure Agreement, MavorCo was aware of the ongoing litigation between Blendtec and BlendJet, but MavorCo recognized that the case had made little progress in the three years that it was pending and Blendtec had not moved for a preliminary injunction. Accordingly, MavorCo did not consider Blendtec's allegations to be urgent or likely to succeed.

19. MavorCo has no intent to mislead consumers, and MavorCo is not aware of any credible evidence of post-acquisition consumer confusion.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

April 24, 2025 | 3:16 PM EDT

Executed on: \_\_\_\_\_ day of \_\_\_\_\_, 2025.

*David Meckler*

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David Meckler

Principal